



NOTICE OF WORK SESSION MEETING OF THE PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 6:00 p.m. on Tuesday, July 8, 2014** in City Council Chambers, 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend. Work meetings are not designed to hear public comment or take official action; however action will be taken on items 7 and 8, 9, 10, 11 and 13.

1. Call to Order
2. Pledge of Allegiance.
3. Opening Remarks.
4. Approval of Agenda.
5. Open Session.
6. **Public Hearing** to receive comment on the transfer of significant parcels of real property of property to Alpine School District by deed. Property located at 850 East 200 South in Battle Creek Park.
7. To consider for adoption a Resolution **(2014-023)** authorizing the Mayor to sign a Sales Agreement with Alpine School District for a parcel of property approximately 4.509 acres located at 850 East 200 South (Battle Creek Park) and providing for an effective date. *Presenter: Administrator Darrington*
8. To consider for adoption a Resolution **(2014-024)** authorizing the Mayor to sign an Interlocal Agreement with Alpine School District for the cooperative use and management of Battle Creek Park and providing for an effective date. *Presenter: Administrator Darrington*
9. To consider for adoption a Resolution **(2014-025)** authorizing the Mayor to sign a Quit Claim Deed in favor of Alpine School District for a parcel of property approximately 4.509 acres in Battle Creek Park located generally at 850 East 200 South and providing for an effective date. *Presenter: Administrator Darrington*
10. To consider for adoption a Resolution **(2014-026)** authorizing the Mayor to sign a Quit Claim Deed in favor of Alpine School District for a parcel of property approximately 1.695 acres in Battle Creek Park located generally at 850 East 200 South; also known as the soft ball field; and providing an effective date. *Presenter: Attorney Petersen*
11. To consider for adoption a Resolution **(2014-027)** authorizing the Mayor to sign Quit Claim Deeds in favor of Alpine School District for two parcels of property approximately 1.78 acres

and 1.22 acres respectively in Battle Creek Park located generally at 850 East 200 South; and providing for an effective date. *Presenter: Attorney Petersen*

12. Discussion with Kent Bouie regarding a proposed development in the Grove Zone.
13. To consider for adoption Ordinance (2014-29) to amend Title 8 Section 8 Sub Chapter 38 of the Pleasant Grove Municipal Code “Pressurized Irrigation Penalties” providing for an additional penalty on a fourth violation; and providing for an effective date. *Presenter: Administrator Darrington*
14. Discussion about the future ownership of 100 East.
15. Discussion on agenda items for the July 15, 2014 City Council Meeting.
16. Neighborhood and Staff business.
17. Mayor and Council business.
18. Signing of plats.
19. Review calendar.
20. **EXECUTIVE SESSION TO DISCUSS THE SALE OF REAL PROPERTY (UCA 52-4-205 (e))**
21. Adjourn.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City websites (www.plgrove.org).

Posted by: Kathy T. Kresser, City Recorder

Date: July 7, 2014

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building

Public Hearing Notice Published in the Daily Herald on June 27, 2014

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

RESOLUTION NO. 2014-023

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A SALES AGREEMENT WITH ALPINE SCHOOL DISTRICT FOR A PARCEL OF PROPERTY APPROXIMATELY 4.509 ACRES IN BATTLECREEK PARK LOCATED GENERALLY AT 850 EAST 200 SOUTH, PLEASANT GROVE, UTAH.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, Sellers are the owners of certain real property situated in Utah County, State of Utah, at approximately, 200 South and 850 East, Pleasant Grove, Utah, 84062, consisting of approximately 4.5 acres known as “Battle Creek Park” (the “*Property*”); and

WHEREAS, Buyers desire to purchase said property for their own uses; and

WHEREAS, the City has determined the Fair Market Value of said property; and

WHEREAS, the City has historically operated the property as a public park known as “Battle Creek Park”; and

WHEREAS, said park included tennis courts that have fallen into disrepair; and

WHEREAS, Buyer has agreed to reconstruct the tennis courts and allow City and public use of said courts when not in use by Buyer; and

WHEREAS, Buyer has agreed to continue to maintain the remainder of the public facilities on the property and leave them open to public use; and

WHEREAS, the City has determined that it this joint project is in the best interests of the citizens of Pleasant Grove; and

WHEREAS, the City has declared the property surplus on or about June 24, 2014; and

WHEREAS, the parties have agreed to the purchase and sale of the Property and negotiated an agreed upon price based upon the fair market value; and

WHEREAS, said sales price is FOUR HUNDRED AND THIRTEEN THOUSAND, TWO HUNDRED AND SEVENTY NINE DOLLARS (\$413,279.00); and

WHEREAS, City desires to sell to the Buyers, and the Buyers desire to purchase from City, all of the right, title, and interest of Seller in and to the Property, all on the terms, conditions, and provisions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is authorized to sign the above described SALES AGREEMENT. Said SALES AGREEMENT is Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 8th day of July, 2014.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

SALES AGREEMENT REAL PROPERTY

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between PLEASANT GROVE CITY (the “**City**” or “**Sellers**”), a municipal corporation established under the laws of the State of Utah, and ALPINE SCHOOL DISTRICT whose address is: 575 North 100 East, American Fork, State of Utah, are hereinafter collectively referred to as “**Buyers**”),

WHEREAS, Sellers are the owners of certain real property situated in Utah County, State of Utah, at approximately, 200 South and 850 East, Pleasant Grove, Utah, 84062, consisting of approximately 4.5 acres known as “Battle Creek Park” (the “**Property**”); and

WHEREAS, Buyers desire to purchase said property for their own uses; and

WHEREAS, the City has determined the Fair Market Value of said property; and

WHEREAS, the City has historically operated the property as a public park known as “Battle Creek Park”; and

WHEREAS, said park included tennis courts that have fallen into disrepair; and

WHEREAS, Buyer has agreed to reconstruct the tennis courts and allow City and public use of said courts when not in use by Buyer; and

WHEREAS, Buyer has agreed to continue to maintain the remainder of the public facilities on the property and leave them open to public use; and

WHEREAS, the City has determined that it this joint project is in the best interests of the citizens of Pleasant Grove; and

WHEREAS, the City has declared the property surplus on or about June 24, 2014; and

WHEREAS, the parties have agreed to the purchase and sale of the Property and negotiated an agreed upon price based upon the fair market value; and

WHEREAS, City desires to sell to the Buyers, and the Buyers desire to purchase from City, all of the right, title, and interest of Seller in and to the Property, all on the terms, conditions, and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

1. **Purchase and Sale of Real Property.** Seller, and each of them hereby agrees to sell to the Buyer all of their respective interests in the real property described in Exhibit A on the terms, conditions, and provisions contained in this Agreement.
 - a. **Purchase Price and Method of Payment.** (a) Consideration for the purchase of the property is as follows: FOUR HUNDRED AND THIRTEEN THOUSAND, TWO HUNDRED AND SEVENTY NINE DOLLARS (\$413,279.00); and which shall be payable upon closing:
2. **Closing.** The Closing shall take place at: _____ am on the _____ day of _____, 2014, or at such other time or place as may be mutually agreed upon by the parties. The date on which the Closing is to take place is herein referred to as the "***Closing Date***". All customary and usual closing costs associated with this transaction to be paid by the parties as customarily assessed.
3. **Deed Restriction.** Buyer agrees to have a Deed Restriction placed upon the property restricting them from selling or otherwise divesting themselves of the property for a period of twenty (20) years from the date of closing without written consent from Seller
4. **Recording.** Seller will prepare and record the subject deed(s).
5. **Title, Survey and Property Requirements.**
 - (a) **Survey.** Contemporaneously with Seller's execution and delivery of this Agreement, Seller shall deliver to Buyer, at Seller's expense any existing surveys of the Real Property that are in Seller's possession, which shall be dated no earlier than three (3) months prior to the date of this Agreement, that conforms to all Survey Requirements (collectively the "Survey").
 - (b) **Title Insurance.** Approval of Title Insurance Commitment and Survey. Not later than ten (10) days after Seller's execution and delivery of this Agreement, if Buyer requests and at Buyer's expense, Seller shall cause the Escrow Agent to deliver to Buyer a Title Insurance Commitment for an ALTA standard coverage owner's policy of title insurance in an amount equal to the Purchase Price, which upon issuance will insure Buyer as of the Closing that Buyer has acquired and holds good and marketable fee simple title to the Real Property, free and clear of all liens, claims, encumbrances, reservations, easements and restrictions other than the Permitted Title Exceptions, together with legible copies of all instruments and documents evidencing those matters referred to in Schedule B, Part II of the Title Insurance Commitment or in the "Requirements" section thereof as exceptions, defects or matters affecting the title to the Real Property. Within twenty (20) days following the delivery of the Survey to Buyer the Title Insurance Commitment and the foregoing instruments and documents to Buyer, Buyer shall notify Seller in writing of any objections to the matters referred to in the Survey or in Schedule B, Part II of the Title Insurance Commitment which affect marketability of Seller's title

(the "Title Objections"). If Buyer does not notify Seller prior to expiration of the twenty (20) day period that any of the matters referred to in the Survey or in Schedule B, Part II of the Title Insurance Commitment are unacceptable, or if Buyer fails to notify Seller within such period of any Title Objections, then Buyer shall be deemed to have approved of the Survey or the condition of title to the Real Property. Following receipt of the Title Objections, if any, Seller shall have ten (10) days within which to notify Buyer in writing as to whether Seller will cure or remove all Title Objections to which Buyer objected. If Seller notifies Buyer that Seller will not cure or remove all Title Objections, then Buyer for a period of twenty (20) days thereafter shall have the right to exercise such efforts as Purchaser in its sole discretion may elect to cure or cause to cure such Title Objections. In the event Buyer prior to the end of such twenty (20) days period is unable or declines to cure or remove all Title Objections, then Buyer may (i) terminate this Agreement by delivering written notice thereof to Seller and Escrow Agent, whereupon any and all obligations of Buyer under this Agreement shall terminate and Escrow Agent shall promptly refund to Buyer the Deposit, or (ii) waive its Title Objections and purchase the Real Property upon the terms of this Agreement, subject, however, to the Title Objections that have not been cured or removed from the title or Survey. If Seller fails to cure by the Closing Date any Title Objections constituting pecuniary encumbrances, then Buyer, in addition to the aforesaid right to waive the Title Objections and complete the Closing or terminate the Agreement, may instruct Escrow Agent to apply so much of the funds due at Closing to remove the encumbrances and proceed with Closing. From the date of this Agreement and until the Closing Date, Seller not cause or permit any claims, liens, mortgages, deeds of trust, encumbrances, easements, reservations or restrictions or any other matters to arise or be imposed upon the Assets. Any title exceptions which have been accepted or waived by Buyer shall be called "Permitted Title Exceptions."

(c) If Escrow Agent issues (whether issued prior to or after the expiration of the Inspection Period) a supplemental or amended Title Insurance Commitment (each a "Supplemental Title Insurance Commitment") showing additional exceptions to or matters of title, Buyer shall have ten (10) Business Days after receipt of any such Supplemental Title Insurance Commitment to deliver written notice to Seller and Escrow Agent of Buyer's Title Objections with respect thereto, and thereafter the provisions hereof with respect to the Title Insurance Commitment, Buyer's notice of Title Objections and Seller's notice of intent to cure equally shall be applicable to any such Supplemental Title Insurance Commitment.

Deliveries by Seller. At the Closing, Seller shall deliver the following to the City through the Escrow Agent:

(a) Quit Claim Deed (the "**Deed**") to the Property, sufficient to convey title from Seller, as required by applicable law.

(b) If the Buyers want title insurance for the Property, the Buyers shall, at their expense, be responsible for obtaining such insurance. The

Buyers may obtain a commitment for such policy no later than ten (10) days after the date of this Agreement. If the Buyers have any objections to any exceptions contained in such commitment (other than any mortgage loans to be satisfied at Closing), it shall so notify Seller in writing within ten (10) days after receipt of such commitment. Seller shall use Sellers' best efforts to remove any such exceptions within thirty (30) days from the date of notification of such objections, and in the event Seller cannot do so, the Buyers may elect to terminate this Agreement, may grant Seller additional time to remove the objectionable exceptions to title, or may waive the exceptions and take title subject to such exceptions.

(c) Such other instruments or documents as may be necessary or appropriate to carry out the transaction contemplated by this Agreement.

5. **Representations of Seller.** Seller hereby represents and warrants to the Buyers, as of the date hereof, and as of the Closing Date, as follows:
 - (a) **Authority.** Seller has full right, power, and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements contemplated hereby and to execute and carry out the transactions contemplated hereby and thereby, including, as to Seller, the transfer of the Property.
 - (b) **Due Organization.** The City is a municipal corporation validly existing under the laws of the State of Utah.
6. **Representations of Buyers.** Buyers hereby represent and warrant to Seller, as of the date hereof, and as of the Closing Date, as follows:
 - (a) **Authority.** The Buyers have full right, power, and authority, without the consent of any other person or body, to execute and deliver this Agreement and the agreements contemplated hereby and to execute and carry out the transactions contemplated hereby and thereby.
7. **Seller's Obligations.**
 - (a) **Possession.** Possession of the Property, free of leases, tenancies, licensees and occupants, shall be delivered to the Buyers on the Closing Date.
8. **Default.** If the Buyer defaults in any obligations under this Agreement, or if any of Seller's representations or warranties prove to be untrue when made or at Closing, and if the City shall not cure the default within ten (10) days after receiving written notice thereof, Buyer may elect (a) to waive such default and continue to close this transaction (b) to terminate this Agreement and receive the Earnest Money deposited or received as of such date as

liquidated damages for such default, or (c) to sue for damages as allowed by law. If Seller shall default in any of its obligations under this Agreement, or if any of Seller's representations or warranties prove to be untrue when made or at Closing, and Seller shall not cure the default within ten (10) days after receiving written notice thereof, the City shall have such remedies as may be provided by law, including the right to terminate this Agreement and the right to commence legal action for specific performance or for damages.

9. **Notice.** Any notice required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or certified mail, postage prepaid, at the following addresses:

If to Seller: Pleasant Grove City
Attn: City Administrator
70 South 100 East
Pleasant Grove, Utah 84062

With a copy to: Christine M. Petersen, Esq.
70 South 100 East
Pleasant Grove, Utah 84062

If to the Buyers: Alpine School District
Attn: Rob Smith
575 North 100 East

10. **Other Matters.**

(a) **Time of Essence.** Time is of the essence of this Agreement.

(b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(c) **Amendment.** This Agreement shall be amended only in writing signed by both the City and Buyers.

(d) **Entire Agreement.** Seller and the Buyers agree that this Agreement states the entire agreement between the parties and that no promises, representations or agreements other than those herein contained have been made or relied upon.

(e) **Assignments.** The City may assign this Agreement in whole or in part, without prior consent of Buyer. No such assignment shall relieve the City of liability hereunder.

(f) No Waiver. No waiver hereunder shall be binding unless executed in writing by the party making the waiver.

(g) Attorneys' Fees. If any action is brought by either party on account of any breach of or to enforce or interpret any of the provisions of this Agreement, or if either party incurs attorneys' fees on account of any breach of any of the provisions of this Agreement, the party prevailing or successfully enforcing its rights hereunder shall be entitled to recover from the other party all costs and expenses, including attorneys' fees, reasonably incurred in connection therewith.

EXECUTED on the day and year first above written.

Seller: Pleasant Grove City:

By: _____

Its: _____

STATE OF _____)
:ss
COUNTY OF _____)

On the ____ day of _____ 2014, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

Buyer: ALPINE SCHOOL DISTRICT

By: _____

Its: _____

STATE OF _____)
:ss
COUNTY OF _____)

On the ____ day of _____ 2014, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT A
Legal Description
(Approximately 4.5 acres)

The real property is situated in Utah County, State of Utah, more particularly described as follows:

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET, WHICH POINT IS SOUTH 670.56 FEET AND EAST 958.55 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'21" EAST 56.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 01°16'31" WEST 147.54 FEET (145.00 FEET BY DEED) TO THE PROJECTION OF A FENCE LINE; THENCE NORTH 65°46'57" EAST 1.08 FEET ALONG SAID PROJECTED FENCE LINE TO A FENCE CORNER; THENCE SOUTH 23°21'13" EAST 337.10 FEET; THENCE NORTH 66°38'19" EAST 47.22 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHERLY 141.30 FEET ALONG THE ARC OF A 156.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°53'46", THE CHORD OF WHICH BEARS SOUTH 20°56'53" WEST 136.52 FEET; THENCE SOUTH 05°00'00" EAST 6.33 FEET TO A POINT ON THE NORTH BOUNDARY OF PLEASANT HILL SUBDIVISION PLAT "B"; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID SUBDIVISION: (1) SOUTH 77°08'39" WEST 10.58 FEET (SOUTH 76°58'34" WEST BY PLAT); (2) SOUTH 50°11'03" WEST 651.81 FEET (SOUTH 50°15'04" WEST BY PLAT); THENCE NORTH 13°55'44" WEST 127.18 FEET; THENCE NORTH 73°09'53" EAST 31.67 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHEASTERLY 103.28 FEET ALONG THE ARC OF A 521.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°21'27", THE CHORD OF WHICH BEARS NORTH 64°15'05" EAST

103.11 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY
121.36 FEET ALONG
THE ARC OF A 112.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 62°05'09",
THE CHORD OF WHICH BEARS NORTH 29°19'05" EAST 115.51 FEET; THENCE NORTH
04°39'39" WEST
57.22 FEET; THENCE NORTH 09°57'54" WEST 66.68 FEET; THENCE NORTH 05°34'57"
WEST 20.44 FEET;
THENCE NORTH 04°05'55" EAST 77.97 FEET; THENCE NORTH 14°40'10" EAST 196.78
FEET; THENCE THE
FOLLOWING THREE (3) COURSES WHICH ARE ALONG THE BOUNDARIES OF SAID
ENTIRE TRACT: (1)
SOUTH 89°37'21" EAST 0.42 FEET; (2) NORTH 46°16'31" EAST 190.91 FEET; (3) NORTH
01°16'31" EAST
170.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 196,449 SQUARE FEET, OR 4.509 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN
THE NORTH
QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE
BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.

RESOLUTION NO. 2014-024

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH ALPINE SCHOOL DISTRICT FOR THE COOPERATIVE USE AND
MANAGEMENT OF BATTLE CREEK PARK.**

WHEREAS, Pleasant Grove City is a municipal corporation, organized under the laws of the state of Utah; and

WHEREAS, the Utah Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated (1953, as amended)(the “Act”), permits local governmental units including cities and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, the Parties are committed to promoting health and welfare and enhancing the quality of life for their citizens and the students of the Alpine School District, including the construction, operation and maintenance of tennis courts and park facilities adjacent to Pleasant Grove High School; and

WHEREAS, such Agreement will avoid duplication of services and provide for the common general health, safety and welfare of the parties’ respective citizens and students; and

WHEREAS, the City has historically operated certain real property as a public park known as “Battle Creek Park”; and

WHEREAS, said park lies adjacent to Pleasant Grove High School, a school located within the boundaries of the Alpine School District; and

WHEREAS, said park included tennis courts that have fallen into disrepair; and

WHEREAS, The District has approved a large construction project at Pleasant Grove High School which necessitates demolishing their existing tennis courts; and

WHEREAS, The District has agreed to reconstruct the tennis courts and allow City and public use of said courts when not in use by Buyer; and

WHEREAS, The District has agreed to continue to maintain the remainder of the public facilities on the property and leave them open to public use; and

WHEREAS, City and District desire to cooperate regarding the ongoing use and maintenance of the property; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is hereby authorized to sign the INTERLOCAL AGREEMENT which is attached hereto as Exhibit "A."

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 8th day of July, 2014.

Mayor Michael W. Daniels

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

**INTERLOCAL COOPERATIVE AGREEMENT
PLEASANT GROVE CITY AND ALPINE SCHOOL DISTRICT
BATTLE CREEK PARK PROJECT**

This Interlocal Cooperative Agreement is entered into by PLEASANT GROVE CITY (“City”) and ALPINE SCHOOL DISTRICT (“ASD”), both of whom are located in Utah County, State of Utah (collectively referred to herein as the “Parties”), each of whom is a political subdivision of the State of Utah, as of this ____ day of July, 2014, for the purpose of establishing the terms under which a cooperative effort to reconstruct the tennis courts and parking areas of Battle Creek Park and improve the park area generally for the use of the Parties and their respective constituents shall be accomplished. This Agreement shall govern the ongoing use of the facilities as well in order to more efficiently provide recreational facilities, services and improvements for their citizenry.

RECITALS

WHEREAS, the Utah Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated (1953, as amended)(the “Act”), permits local governmental units including cities and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, the Parties are committed to promoting health and welfare and enhancing the quality of life for their citizens and the students of the Alpine School District, including the construction, operation and maintenance of tennis courts and park facilities adjacent to Pleasant Grove High School; and

WHEREAS, such Agreement will avoid duplication of services and provide for the common general health, safety and welfare of the parties’ respective citizens and students; and

WHEREAS, the City has historically operated certain real property as a public park known as “Battle Creek Park”; and

WHEREAS, said park lies adjacent to Pleasant Grove High School, a school located within the boundaries of the Alpine School District; and

WHEREAS, said park included tennis courts that have fallen into disrepair; and

WHEREAS, The District has approved a large construction project at Pleasant Grove High School which necessitates demolishing their existing tennis courts; and

WHEREAS, The District has agreed to reconstruct the tennis courts and allow City and public use of said courts when not in use by Buyer; and

WHEREAS, The District has agreed to continue to maintain the remainder of the public facilities on the property and leave them open to public use; and

WHEREAS, City and District desire to cooperate regarding the ongoing use and maintenance of the property; and

NOW THEREFORE, The Parties hereby express their commitments and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Meanings and Constructions. The terms defined in this section, for all purposes of this Interlocal Agreement and any amendments hereto, shall have the meanings set forth herein:

- (a) “Act” shall mean the Interlocal Co-operation Act, title 11, Chapter 13, Utah code Annotated (1953, as amended).
- (b) “Interlocal Cooperative Agreement” or “this Agreement” shall mean this Interlocal Cooperative Agreement and any amendments and supplements hereto.

Section 1.2 Interpretations. This Agreement, except where the context by clear implication herein otherwise requires, shall be constructed as follows:

- (a) Definitions include both singular and plural;
- (b) Pronouns include both singular and plural and cover both genders; and
- (c) The captions or heading of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article, or section of this Agreement.

ARTICLE II

TERMS

Section 2.1 Acquisition of Property.

- (a) Property Sale. City shall sell and District shall purchase approximately 4.5 acres of property located in the Battle Creek Park for \$413,279.00.
- (b) Softball Diamond. City shall transfer ownership of the existing softball diamond by quit claim deed to the District in consideration for executing a prior Participation Agreement regarding an economic development project which involved a CDA and a commitment from the District to allow a portion of the property tax revenues to be allocated to the CDA.
- (c) Remaining Parcels. City shall transfer to the District two remaining parcels which should have been transferred at the conclusion of the Recreation Center Project.
- (d) Parcels to City. The District shall transfer to City the certain small parcels of real property that have been previously agreed upon in order to clean up property lines, etc.

- (e) Description of Parcels. All of the parcels addressed in this section are shown on Exhibit “A” and are more fully described therein.

ARTICLE III

ONGOING USE AND MAINTENANCE OF PARK AND ITS FACILITIES, INCLUDING TENNIS COURTS

Section 3.1 Use Agreement. The Parties have agreed to the following regarding common use of the Battle Creek Park.

- (a) **Tot Lot.** Alpine School District will be responsible to relocate the playground equipment (aka “tot lot”) to a location south of the pavilion shown as #1 on Exhibit “A” which is attached hereto and incorporated herein by reference.
- (b) **Restroom Facilities.** ASD agrees to plan for refurbishment and upgrades to the existing restroom facilities. Said improvements to include, but are not limited to: replacing all interior fixtures, i.e. new toilets, sinks, and urinals; Epoxy the concrete floors.
- (c) **Park maintenance.** ASD agrees to be responsible to maintain the park, restroom facilities, and pavilion including mowing and custodial duties. ASD agrees to provide a key to the restroom facilities to Pleasant Grove City.
- (d) **Pavilion Scheduling.** Pleasant Grove City agrees to be responsible to schedule use of the pavilion. Said schedule shall be maintained and shared with ASD/Pleasant Grove High School in order to coordinate use and eliminate scheduling conflicts. Pleasant Grove City agrees to be responsible to clean and prepare both the pavilion and the restroom facilities in conjunction with any rental events. Pleasant Grove City will be entitled to keep any rental fees collected. Pavilion use and rental shall be subject to Pleasant Grove City Policies regarding facility rentals. City agrees to provide ASD with the rental schedule and contact information for coordination purposes. This provision shall be reviewed by the respective staff after one (1) year and annually thereafter to monitor the efficacy of the program.
- (e) **Future Road.** Pleasant Grove City reserves the right to construct a roadway, at its expense, in the future that will connect Cherry Hill Drive and Melanie Lane. The approximate parameters of said roadway are shown as #2 on Exhibit “A.” Said roadway will be surveyed now to assist ASD in its current construction.
- (f) **Water Lines.** ASD agrees to move the necessary water lines as shown on Exhibit “B.”
- (g) **Signs and Markers.** Pleasant Grove City will be responsible for moving and relocating any signs or markers that currently exist in the Park that will be disturbed by the ASD construction. ASD agrees to allow Pleasant Grove City to install the Battle Creek Park monument sign on ASD property at the entrance to the park at the conclusion of the construction project. ASD further agrees that the historical monument sign commemorating the Indian battle at Battle Creek may be located on green space in the general area as shown as #3 on Exhibit A. Any monuments, signs, or markers that are not impacted by the construction may remain in place.
- (h) **Priority.** Priority of use for all of the park facilities, including the tennis courts shall be: ASD scheduled events have first priority, Pleasant Grove City scheduled events and recreation programs shall have second priority, and the public shall have third priority. Said facilities shall be used free of charge, except the rental of the pavilion.

- (i) **Pathways and Walkways.** ASD agrees to maintain open access with pathways or walkways from the Pleasant Grove City Recreation Center to the tennis courts.
- (j) **Public Use.** ASD agrees to allow public use of the tennis courts, tot-lot, restrooms, the pavilion, and detention (green space) area when not in use for ASD's scheduled events.
- (k) **Softball Field.** ASD agrees to allow Pleasant Grove City to use the existing softball field(s) that are being transferred to ASD ownership until the new City fields are constructed and operable.
- (l) **Tree Removal.** ASD needs to remove trees located on the east boundary line of the subject property. The trees have roots that currently interfere with the City sewer main that is located along that same boundary line. City agrees to be present when ASD removes the trees and works either near or on the adjacent sewer line. ASD agrees to give City reasonable advance notice of their work schedule. City agrees to be responsible for any repairs to the sewer line necessitated by the removal of the tree roots.

ARTICLE IV.

MISCELLANEOUS MATTERS

Section 4.1 No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

Section 4.2 Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

Section 4.3 Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

(d) This Agreement does not create a separate entity.

Section 4.4 Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

Section 4.5 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

Section 4.6 Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

Section 4.7 Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

Section 4.8 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the Parties with respect to the subject matter hereof.

ENTERED into as of the day and year first above written.

PLEASANT GROVE CITY

By: _____
Michael W. Daniels, Mayor

ATTEST:

By: _____
Kathy T. Kresser, City Recorder

ALPINE SCHOOL DISTRICT

By: _____
Its: _____

RESOLUTION NO. 2014-025

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A QUIT CLAIM DEED IN FAVOR OF ALPINE SCHOOL DISTRICT FOR A PARCEL OF PROPERTY APPROXIMATELY 4.509 ACRES IN BATTLECREEK PARK LOCATED GENERALLY AT 850 EAST 200 SOUTH, PLEASANT GROVE, UTAH.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, Sellers are the owners of certain real property situated in Utah County, State of Utah, at approximately, 200 South and 850 East, Pleasant Grove, Utah, 84062, consisting of approximately 4.5 acres known as “Battle Creek Park” (the “*Property*”); and

WHEREAS, Buyers desire to purchase said property for their own uses; and

WHEREAS, the City has determined the Fair Market Value of said property; and

WHEREAS, the City has historically operated the property as a public park known as “Battle Creek Park”; and

WHEREAS, said park included tennis courts that have fallen into disrepair; and

WHEREAS, Buyer has agreed to reconstruct the tennis courts and allow City and public use of said courts when not in use by Buyer; and

WHEREAS, Buyer has agreed to continue to maintain the remainder of the public facilities on the property and leave them open to public use; and

WHEREAS, the City has determined that it this joint project is in the best interests of the citizens of Pleasant Grove; and

WHEREAS, the City has declared the property surplus on or about June 24, 2014; and

WHEREAS, the parties have agreed to the purchase and sale of the Property and negotiated an agreed upon price based upon the fair market value; and

WHEREAS, City desires to sell to the Buyers, and the Buyers desire to purchase from City, all of the right, title, and interest of Seller in and to the Property, all on the terms, conditions, and provisions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is authorized to sign the above described Quit Claim Deed. Said Quit Claim Deed is Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 8th day of July, 2014.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

When Recorded Return To:

Kathy T. Kresser
City Recorder
87 South 100 East
Pleasant Grove, Utah 84062

QUIT CLAIM DEED

Pleasant Grove City
Utah County

Pleasant Grove City, a municipal corporation, whose address is 100 East 87 South, Pleasant Grove, Utah County, Utah 84062, **GRANTORS**, hereby **QUIT CLAIM** a parcel of property to, **ALPINE SCHOOL DISTRICT**, whose address is 575 North 100 East, American Fork, Utah, Utah County, Utah, 84003, as **GRANTEES**, for the sum of TEN DOLLARS and other good and valuable consideration, the following described parcel of real property in Utah County, State of Utah, to-wit:

OVERALL CONVEYANCE AREA

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET, WHICH POINT IS SOUTH 670.56 FEET AND EAST 958.55 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'21" EAST 56.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 01°16'31" WEST 147.54 FEET (145.00 FEET BY DEED) TO THE PROJECTION OF A FENCE LINE; THENCE NORTH 65°46'57" EAST 154.58 FEET ALONG SAID FENCE LINE AND THE PROJECTION THEREOF TO THE WESTERLY BOUNDARY OF CHERRY HILL ESTATES PLAT "A"; THENCE SOUTH 24°24'20" EAST 332.68 FEET (SOUTH 24°23'30" EAST BY DEED); THENCE SOUTH 69°04'40" WEST 53.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 201.69 FEET ALONG THE ARC OF A 156.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°04'43", THE CHORD OF WHICH BEARS SOUTH 32°02'20" WEST 187.94 FEET; THENCE SOUTH 05°00'00" EAST 6.33 FEET TO A POINT ON THE NORTH BOUNDARY OF PLEASANT HILL SUBDIVISION PLAT "B"; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID SUBDIVISION: (1) SOUTH 77°08'39" WEST 10.58 FEET (SOUTH 76°58'34" WEST BY PLAT); (2) SOUTH 50°11'03" WEST 784.49 FEET (SOUTH 50°15'04" WEST BY PLAT) TO A POINT ON THE WEST BOUNDARY OF SAID ENTIRE TRACT; THENCE THE FOLLOWING FOUR (4) COURSES WHICH ARE ALONG THE BOUNDARIES OF SAID ENTIRE TRACT: (1) NORTH 00°18'16" WEST 776.20 FEET; (2) SOUTH 89°37'21" EAST 292.82 FEET; (3) NORTH 46°16'31" EAST 190.91 FEET; (4) NORTH 01°16'31" EAST 170.50 FEET TO THE POINT OF BEGINNING. CONTAINING 400,180 SQUARE FEET, OR 9.187 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.

Less and excepting any public utility easements over the above described property.

In Witness Whereof, said **GRANTOR'S** have caused this instrument to be executed by its proper officers thereunto duly authorized this _____ day of _____, 2014.

GRANTOR:

Pleasant Grove City
Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser
City Recorder

STATE OF UTAH)
) s.s.
COUNTY OF UTAH)

On the date first above written, _____ personally appeared before me, _____, who, being by me duly sworn, did say that he is the _____ of Pleasant Grove City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the Pleasant Grove City Council held on the _____ day of _____, 2014, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

When Recorded Return To:

Kathy T. Kresser
City Recorder
87 South 100 East
Pleasant Grove, Utah 84062

QUIT CLAIM DEED

Pleasant Grove City
Utah County

Pleasant Grove City, a municipal corporation, whose address is 100 East 87 South, Pleasant Grove, Utah County, Utah 84062, **GRANTORS**, hereby **QUIT CLAIM** a parcel of property to, ALPINE SCHOOL DISTRICT, whose address is 575 North 100 East, American Fork, Utah, Utah County, Utah, 84003, as **GRANTEES**, for the sum of TEN DOLLARS and other good and valuable consideration, the following described parcel of real property in Utah County, State of Utah, to-wit:

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET, WHICH POINT IS SOUTH 670.56 FEET AND EAST 958.55 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'21" EAST 56.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 01°16'31" WEST 147.54 FEET (145.00 FEET BY DEED) TO THE PROJECTION OF A FENCE LINE; THENCE NORTH 65°46'57" EAST 1.08 FEET ALONG SAID PROJECTED FENCE LINE TO A FENCE CORNER; THENCE SOUTH 23°21'13" EAST 337.10 FEET; THENCE NORTH 66°38'19" EAST 47.22 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHERLY 141.30 FEET ALONG THE ARC OF A 156.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°53'46", THE CHORD OF WHICH BEARS SOUTH 20°56'53" WEST 136.52 FEET; THENCE SOUTH 05°00'00" EAST 6.33 FEET TO A POINT ON THE NORTH BOUNDARY OF PLEASANT HILL SUBDIVISION PLAT "B"; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID SUBDIVISION: (1) SOUTH 77°08'39" WEST 10.58 FEET (SOUTH 76°58'34" WEST BY PLAT); (2) SOUTH 50°11'03" WEST 651.81 FEET (SOUTH 50°15'04" WEST BY PLAT); THENCE NORTH 13°55'44" WEST 127.18 FEET; THENCE NORTH 73°09'53" EAST 31.67 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHEASTERLY 103.28 FEET ALONG THE ARC OF A 521.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°21'27", THE CHORD OF WHICH BEARS NORTH 64°15'05" EAST 103.11 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 121.36 FEET ALONG THE ARC OF A 112.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 62°05'09", THE CHORD OF WHICH BEARS NORTH 29°19'05" EAST 115.51 FEET; THENCE NORTH 04°39'39" WEST 57.22 FEET; THENCE NORTH 09°57'54" WEST 66.68 FEET; THENCE NORTH 05°34'57" WEST 20.44 FEET; THENCE NORTH 04°05'55" EAST 77.97 FEET; THENCE NORTH 14°40'10" EAST 196.78 FEET; THENCE THE FOLLOWING THREE (3) COURSES WHICH ARE ALONG THE BOUNDARIES OF SAID ENTIRE TRACT: (1) SOUTH 89°37'21" EAST 0.42 FEET; (2) NORTH 46°16'31" EAST 190.91 FEET; (3) NORTH 01°16'31" EAST 170.50 FEET TO THE POINT OF BEGINNING. CONTAINING 196,449 SQUARE FEET, OR 4.509 ACRE IN AREA, MORE OR LESS. BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.

Less and excepting any public utility easements over the above described property.

Said Deed is subject to the following restriction:

Grantee shall not sell or otherwise divest themselves of the subject property for a period of TWENTY YEARS (20) from the date of this Quit Claim Deed without the written consent of Grantor.

In Witness Whereof, said **GRANTOR'S** have caused this instrument to be executed by its proper officers thereunto duly authorized this _____ day of _____, 2014.

GRANTOR:

Pleasant Grove City
Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser
City Recorder

STATE OF UTAH)
) s.s.
COUNTY OF UTAH)

On the date first above written, _____ personally appeared before me, _____, who, being by me duly sworn, did say that he is the _____ of Pleasant Grove City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the Pleasant Grove City Council held on the _____ day of _____, 2014, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

RESOLUTION NO. 2014-026

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A QUIT CLAIM DEED IN FAVOR OF ALPINE SCHOOL DISTRICT FOR A PARCEL OF PROPERTY APPROXIMATELY 1.695 ACRES IN BATTLECREEK PARK LOCATED GENERALLY AT 850 EAST 200 SOUTH, PLEASANT GROVE, UTAH ALSO KNOWN AS THE SOFT BALL FIELD.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, City is the owner of certain real property situated in Utah County, State of Utah, at approximately, 200 South and 850 East, Pleasant Grove, Utah, 84062, consisting of approximately 1.695 acres known as “the softball field” in Battle Creek Park (the “*Property*”); and

WHEREAS, Alpine School District (the “District”) has previously agreed to participate in a Community Development Area agreement with City; and

WHEREAS, Said agreement allowed for a percentage of the tax revenue belonging to the District generated within the CDA to be used for an economic development incentive package; and

WHEREAS, the District required a transfer of the Softball field located in Battle Creek Park as consideration for entering into the Participation Agreement; and

WHEREAS, City agreed to said transfer; and

WHEREAS, City anticipates constructing new softball fields at another location; and

WHEREAS, the District has agreed to allow City to continue to use the existing softball fields until the new ones are constructed and operable; and

WHEREAS, the City has determined that it this transfer is in the best interests of the citizens of Pleasant Grove; and

WHEREAS, the City has declared the property surplus on or about June 24, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is authorized to sign the above described Quit Claim Deed. Said Quit Claim Deed is Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 8th day of July, 2014.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

When Recorded Return To:

Kathy T. Kresser
City Recorder
87 South 100 East
Pleasant Grove, Utah 84062

QUIT CLAIM DEED

Pleasant Grove City
Utah County

Pleasant Grove City, a municipal corporation, whose address is 100 East 87 South, Pleasant Grove, Utah County, Utah 84062, **GRANTORS**, hereby **QUIT CLAIM** a parcel of property to, **ALPINE SCHOOL DISTRICT**, whose address is 575 North 100 East, American Fork, Utah, Utah County, Utah, 84003, as **GRANTEES**, for the sum of TEN DOLLARS and other good and valuable consideration, the following described parcel of real property in Utah County, State of Utah, to-wit:

AREA "D" - SOFTBALL FIELD DESCRIPTION

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID ENTIRE TRACT, WHICH POINT IS SOUTH 1,3607.86 FEET AND EAST 525.78 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 74°09'13" EAST 244.49 FEET; THENCE SOUTH 05°34'57" EAST 20.44 FEET; THENCE SOUTH 09°57'54" EAST 66.68 FEET; THENCE SOUTH 04°39'39" EAST 57.22 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHWESTERLY 121.29 FEET ALONG THE ARC OF A 112.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62°05'09", THE CHORD OF WHICH BEARS SOUTH 29°19'05" WEST 115.51 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 103.28 FEET ALONG THE ARC OF A 521.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°21'27", THE CHORD OF WHICH BEARS SOUTH 64°15'05" WEST 103.11 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 73°09'53" WEST 31.67 FEET; THENCE SOUTH 13°55'44" EAST 127.18 FEET; THENCE SOUTH 50°11'03" WEST 132.68 FEET; THENCE NORTH 00°18'16" WEST 439.37 FEET TO THE POINT OF BEGINNING. CONTAINING 73,872 SQUARE FEET, OR 1.695 ACRE IN AREA, MORE OR LESS. BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.

Less and excepting any public utility easements over the above described property.

In Witness Whereof, said **GRANTOR'S** have caused this instrument to be executed by its proper officers thereunto duly authorized this _____ day of _____, 2014.

GRANTOR:

Pleasant Grove City
Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser
City Recorder

STATE OF UTAH)
) s.s.
COUNTY OF UTAH)

On the date first above written, _____ personally appeared before me, _____, who, being by me duly sworn, did say that he is the _____ of Pleasant Grove City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the Pleasant Grove City Council held on the _____ day of _____, 2014, and said acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

RESOLUTION NO. 2014-027

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN QUIT CLAIM DEEDS IN FAVOR OF ALPINE SCHOOL DISTRICT FOR TWO PARCELS OF PROPERTY APPROXIMATELY 1.78 ACRES AND 1.22 ACRES RESPECTIVELY IN BATTLECREEK PARK LOCATED GENERALLY AT 850 EAST 200 SOUTH, PLEASANT GROVE, UTAH.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, City is the owner of certain real property situated in Utah County, State of Utah, at approximately, 200 South and 850 East, Pleasant Grove, Utah, 84062, consisting of approximately 1.78 and 1.22 acres respectively in Battle Creek Park (the "*Property*"); and

WHEREAS, Alpine School District (the “District”) and Pleasant Grove City (“City”) have previously cooperated on a project known as the “Recreation Center” and

WHEREAS, as part of the said project certain parcels of property were to be transferred between the two entities upon completion of the project; and

WHEREAS, the project has been completed and the transfers have not yet been finalized; and

WHEREAS, City and District desire to complete the transfers and comply with their previous agreements; and

WHEREAS, the City has determined that it this transfer is in the best interests of the citizens of Pleasant Grove; and

WHEREAS, the City has declared the property surplus on or about June 24, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is authorized to sign the above described Quit Claim Deed. Said Quit Claim Deed is Exhibit “A” which is attached hereto and incorporated herein.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this
8th day of July, 2014.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

When Recorded Return To:

Kathy T. Kresser
City Recorder
87 South 100 East
Pleasant Grove, Utah 84062

QUIT CLAIM DEED

Pleasant Grove City
Utah County

Pleasant Grove City, a municipal corporation, whose address is 100 East 87 South, Pleasant Grove, Utah County, Utah 84062, **GRANTORS**, hereby **QUIT CLAIM** a parcel of property to, **ALPINE SCHOOL DISTRICT**, whose address is 575 North 100 East, American Fork, Utah, Utah County, Utah, 84003, as **GRANTEES**, for the sum of TEN DOLLARS and other good and valuable consideration, the following described parcel of real property in Utah County, State of Utah, to-wit:

AREA "B" – 2007 PARCEL

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN ENTRY 9539313:2005 AS RECORDED AT THE UTAH COUNTY RECORDER'S OFFICE SAID POINT BEING SOUTH 971.04 FEET AND EAST 523.98 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'38" EAST 292.41 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 14°40'10" WEST 196.80 FEET TO THE NORTHWEST CORNER OF A RESTROOM FACILITY; THENCE SOUTH 04°05'55" WEST 77.97 FEET ALONG THE WESTERLY FACE OF SAID FACILITY AND EXTENSION THEREOF TO A POINT 20 FEET NORTH OF A CHAIN LINK FENCE ON THE NORTHERLY SIDE OF A BASEBALL FIELD THENCE SOUTH 74°09'13" WEST 244.49 FEET PARALLEL AND 20 FEET PERPENDICULARLY DISTANT TO SAID FENCE TO THE WESTERLY LINE OF THAT PROPERTY CURRENTLY OWNED BY PLEASANT GROVE CITY AND DESCRIBED IN ENTRY 11497, BOOK 1545, PAGE 671 AT SAID RECORDER'S OFFICE; THENCE NORTH 00°18'16" WEST 336.83 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING. CONTAINING 1.78 ACRES MORE OR LESS BASIS OF BEARING FOR THIS SURVEY IS N89°34'05"E 2664.03' NAD83 BEARINGS UTAH CENTRAL ZONE NORTH QUARTER 28 TO NORTHEAST CORNER SECTION 28, SALT LAKE BASE AND MERIDIAN, PER UTAH COUNTY RECORD INFORMATION.

AREA "C" – 2007 PARCEL

COMMENCING AT A FENCE CORNER IDENTIFYING THAT PROPERTY DESCRIBED IN ENTRY 9539313:2005 AS RECORDED AT THE UTAH COUNTY RECORDER'S OFFICE SAID POINT BEING SOUTH 817.99 FEET AND EAST 1012.26 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 65°46'57" EAST 153.51 FEET ALONG A FENCE LINE TO A FOUND REBAR EMBEDDED IN A CONCRETE WALL; THENCE SOUTH 24°24'20" EAST 339.45 FEET ALONG THE WESTERLY LINE OF CHERRY HILL ESTATES PLAT "A"; THENCE SOUTH 66°38'19" WEST 159.70 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 23°21'31" WEST 337.10 FEET TO THE POINT OF BEGINNING. CONTAINING 1.22 ACRES MORE OR LESS BASIS OF BEARING FOR THIS SURVEY IS N89°34'05"E 2664.03' NAD83 BEARINGS UTAH CENTRAL ZONE NORTH QUARTER 28 TO NORTHEAST

CORNER SECTION 28, SALT LAKE BASE AND MERIDIAN, PER UTAH COUNTY RECORD INFORMATION.

Less and excepting any public utility easements over the above described property.

In Witness Whereof, said **GRANTOR'S** have caused this instrument to be executed by its proper officers thereunto duly authorized this _____ day of _____, 2014.

GRANTOR:

Pleasant Grove City
Michael W. Daniels, Mayor

ATTEST:

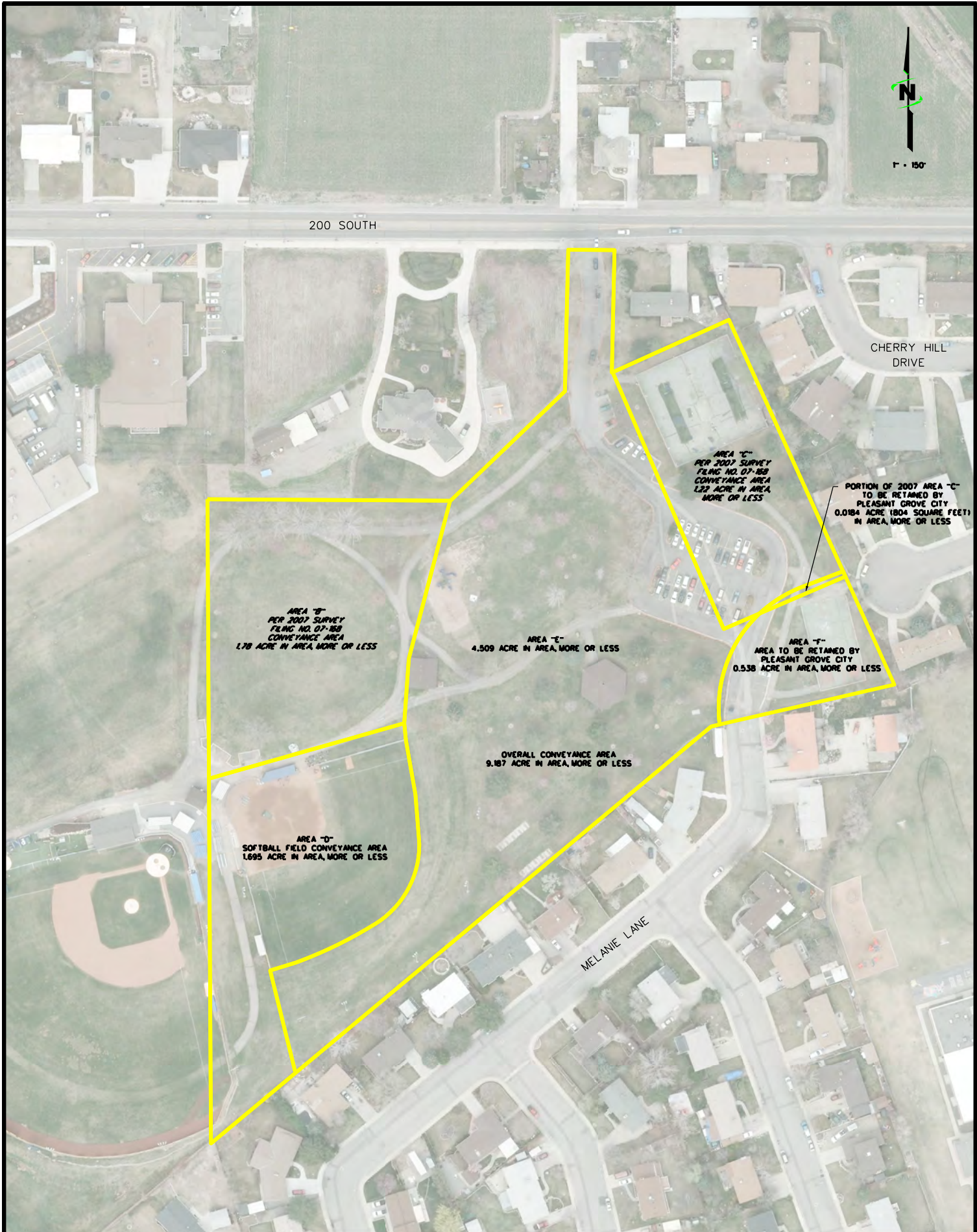
Kathy T. Kresser
City Recorder

STATE OF UTAH)
) s.s.
COUNTY OF UTAH)

On the date first above written, _____ personally appeared before me, _____, who, being by me duly sworn, did say that he is the _____ of Pleasant Grove City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the Pleasant Grove City Council held on the _____ day of _____, 2014, and said acknowledged to me that said municipal corporation executed the same.


WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public



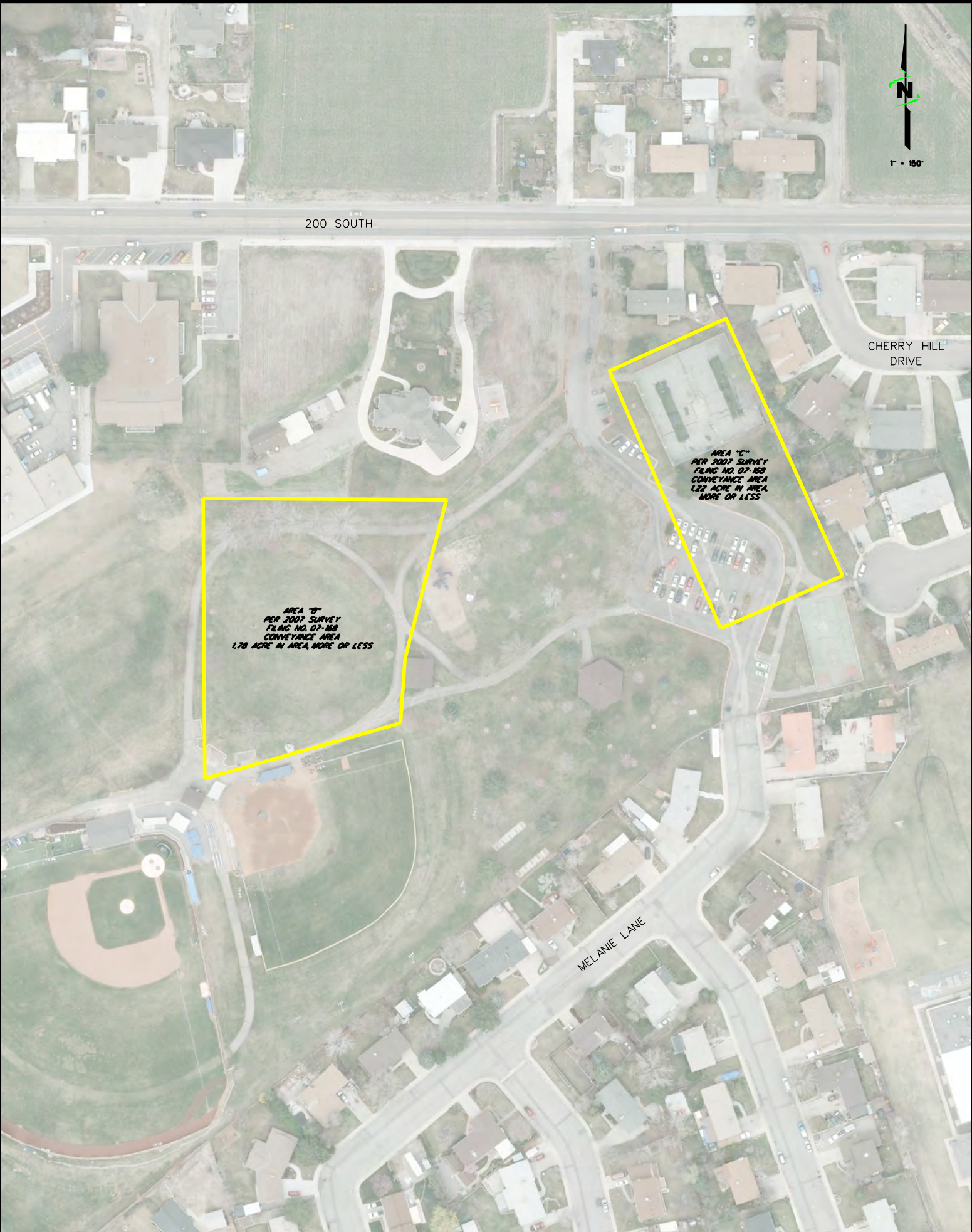
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DESIGN BY:
CHECKED BY:



J-U-B ENGINEERS, INC.

OVERALL PROPERTY EXHIBIT	SHEET
PLEASANT GROVE CITY TO ALPINE SCHOOL DISTRICT	1
	OF
	1



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NO. REVISION DESCRIPTION BY APP. DATE		J-U-B ENGINEERS, INC.	PLEASANT GROVE CITY TO ALPINE SCHOOL DISTRICT	OF 1

AREA "B" – 2007 PARCEL

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN ENTRY 9539313:2005 AS RECORDED AT THE UTAH COUNTY RECORDER'S OFFICE SAID POINT BEING SOUTH 971.04 FEET AND EAST 523.98 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'38" EAST 292.41 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 14°40'10" WEST 196.80 FEET TO THE NORTHWEST CORNER OF A RESTROOM FACILITY; THENCE SOUTH 04°05'55" WEST 77.97 FEET ALONG THE WESTERLY FACE OF SAID FACILITY AND EXTENSION THEREOF TO A POINT 20 FEET NORTH OF A CHAIN LINK FENCE ON THE NORTHERLY SIDE OF A BASEBALL FIELD THENCE SOUTH 74°09'13" WEST 244.49 FEET PARALLEL AND 20 FEET PERPENDICULARLY DISTANT TO SAID FENCE TO THE WESTERLY LINE OF THAT PROPERTY CURRENTLY OWNED BY PLEASANT GROVE CITY AND DESCRIBED IN ENTRY 11497, BOOK 1545, PAGE 671 AT SAID RECORDER'S OFFICE; THENCE NORTH 00°18'16" WEST 336.83 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 1.78 ACRES MORE OR LESS

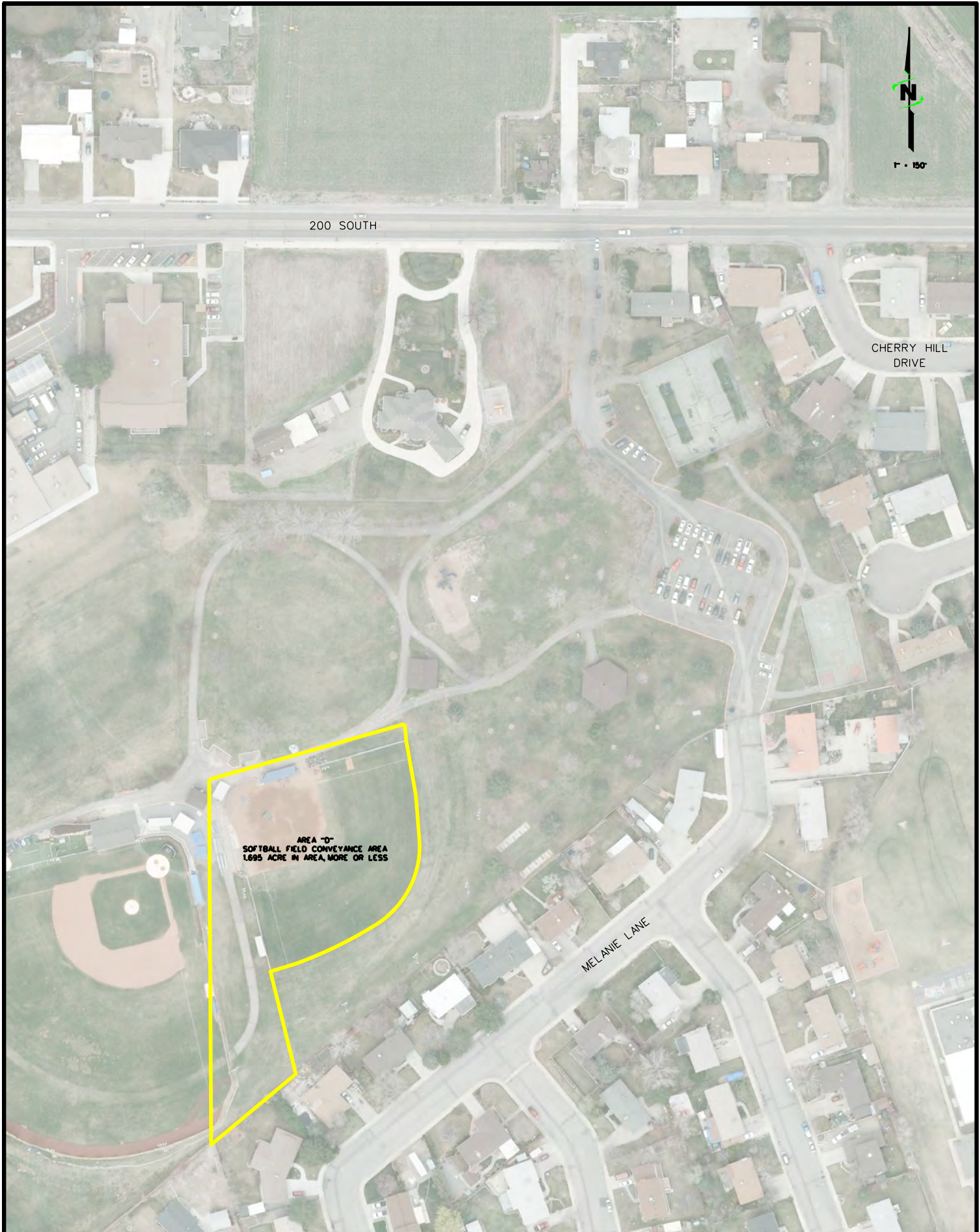
BASIS OF BEARING FOR THIS SURVEY IS N89°34'05"E 2664.03' NAD83 BEARINGS UTAH CENTRAL ZONE NORTH QUARTER 28 TO NORTHEAST CORNER SECTION 28, SALT LAKE BASE AND MERIDIAN, PER UTAH COUNTY RECORD INFORMATION.

AREA "C" – 2007 PARCEL

COMMENCING AT A FENCE CORNER IDENTIFYING THAT PROPERTY DESCRIBED IN ENTRY 9539313:2005 AS RECORDED AT THE UTAH COUNTY RECORDER'S OFFICE SAID POINT BEING SOUTH 817.99 FEET AND EAST 1012.26 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 65°46'57" EAST 153.51 FEET ALONG A FENCE LINE TO A FOUND REBAR EMBEDDED IN A CONCRETE WALL; THENCE SOUTH 24°24'20" EAST 339.45 FEET ALONG THE WESTERLY LINE OF CHERRY HILL ESTATES PLAT "A"; THENCE SOUTH 66°38'19" WEST 159.70 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 23°21'31" WEST 337.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.22 ACRES MORE OR LESS

BASIS OF BEARING FOR THIS SURVEY IS N89°34'05"E 2664.03' NAD83 BEARINGS UTAH CENTRAL ZONE NORTH QUARTER 28 TO NORTHEAST CORNER SECTION 28, SALT LAKE BASE AND MERIDIAN, PER UTAH COUNTY RECORD INFORMATION.



REUSE OF DRAWING THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.		CAD FILE: PROJ. #: 50-13-056 (01H) PLOT SCALE: 1" = 150' DRAWING NO.: DRAWN BY: JOW 6/30/14 DESIGN BY: CHECKED BY:	J-U-B J-U-B ENGINEERS, INC.	AREA "D"	SHEET 1
NO.	REVISION DESCRIPTION	BY/APP. DATE		PLEASANT GROVE CITY TO ALPINE SCHOOL DISTRICT	OF 1

AREA "D" - SOFTBALL FIELD DESCRIPTION

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID ENTIRE TRACT, WHICH POINT IS SOUTH 1,3607.86 FEET AND EAST 525.78 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 74°09'13" EAST 244.49 FEET; THENCE SOUTH 05°34'57" EAST 20.44 FEET; THENCE SOUTH 09°57'54" EAST 66.68 FEET; THENCE SOUTH 04°39'39" EAST 57.22 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHWESTERLY 121.29 FEET ALONG THE ARC OF A 112.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62°05'09", THE CHORD OF WHICH BEARS SOUTH 29°19'05" WEST 115.51 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 103.28 FEET ALONG THE ARC OF A 521.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°21'27", THE CHORD OF WHICH BEARS SOUTH 64°15'05" WEST 103.11 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 73°09'53" WEST 31.67 FEET; THENCE SOUTH 13°55'44" EAST 127.18 FEET; THENCE SOUTH 50°11'03" WEST 132.68 FEET; THENCE NORTH 00°18'16" WEST 439.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 73,872 SQUARE FEET, OR 1.695 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.



REUSE OF DRAWING THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.		CAD FILE: PROJ. #: 50-13-056 (011) PLOT SCALE: 1" = 150' DRAWING NO.: DRAWN BY: JOW 6/30/14 DESIGN BY: CHECKED BY:	J-U-B J-U-B ENGINEERS, INC.	AREA "E"	SHEET 1
NO.	REVISION DESCRIPTION	BY/APP'D DATE		PLEASANT GROVE CITY TO ALPINE SCHOOL DISTRICT	OF 1

AREA "E" – SALES AGREEMENT PROPERTY

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET, WHICH POINT IS SOUTH 670.56 FEET AND EAST 958.55 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'21" EAST 56.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 01°16'31" WEST 147.54 FEET (*145.00 FEET BY DEED*) TO THE PROJECTION OF A FENCE LINE; THENCE NORTH 65°46'57" EAST 1.08 FEET ALONG SAID PROJECTED FENCE LINE TO A FENCE CORNER; THENCE SOUTH 23°21'13" EAST 337.10 FEET; THENCE NORTH 66°38'19" EAST 47.22 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHERLY 141.30 FEET ALONG THE ARC OF A 156.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°53'46", THE CHORD OF WHICH BEARS SOUTH 20°56'53" WEST 136.52 FEET; THENCE SOUTH 05°00'00" EAST 6.33 FEET TO A POINT ON THE NORTH BOUNDARY OF PLEASANT HILL SUBDIVISION PLAT "B"; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID SUBDIVISION: (1) SOUTH 77°08'39" WEST 10.58 FEET (*SOUTH 76°58'34" WEST BY PLAT*); (2) SOUTH 50°11'03" WEST 651.81 FEET (*SOUTH 50°15'04" WEST BY PLAT*); THENCE NORTH 13°55'44" WEST 127.18 FEET; THENCE NORTH 73°09'53" EAST 31.67 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHEASTERLY 103.28 FEET ALONG THE ARC OF A 521.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°21'27", THE CHORD OF WHICH BEARS NORTH 64°15'05" EAST 103.11 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 121.36 FEET ALONG THE ARC OF A 112.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 62°05'09", THE CHORD OF WHICH BEARS NORTH 29°19'05" EAST 115.51 FEET; THENCE NORTH 04°39'39" WEST 57.22 FEET; THENCE NORTH 09°57'54" WEST 66.68 FEET; THENCE NORTH 05°34'57" WEST 20.44 FEET; THENCE NORTH 04°05'55" EAST 77.97 FEET; THENCE NORTH 14°40'10" EAST 196.78 FEET; THENCE THE FOLLOWING THREE (3) COURSES WHICH ARE ALONG THE BOUNDARIES OF SAID ENTIRE TRACT: (1) SOUTH 89°37'21" EAST 0.42 FEET; (2) NORTH 46°16'31" EAST 190.91 FEET; (3) NORTH 01°16'31" EAST 170.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 196,449 SQUARE FEET, OR 4.509 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.



200 SOUTH

CHERRY HILL
DRIVE

AREA "F"
AREA TO BE RETAINED BY
PLEASANT GROVE CITY
0.538 ACRE IN AREA, MORE OR LESS

MELANIE LANE

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DESIGN BY:
CHECKED BY:



AREA "F"	
PLEASANT GROVE CITY TO RETAIN	

SHEET
1
OF
1

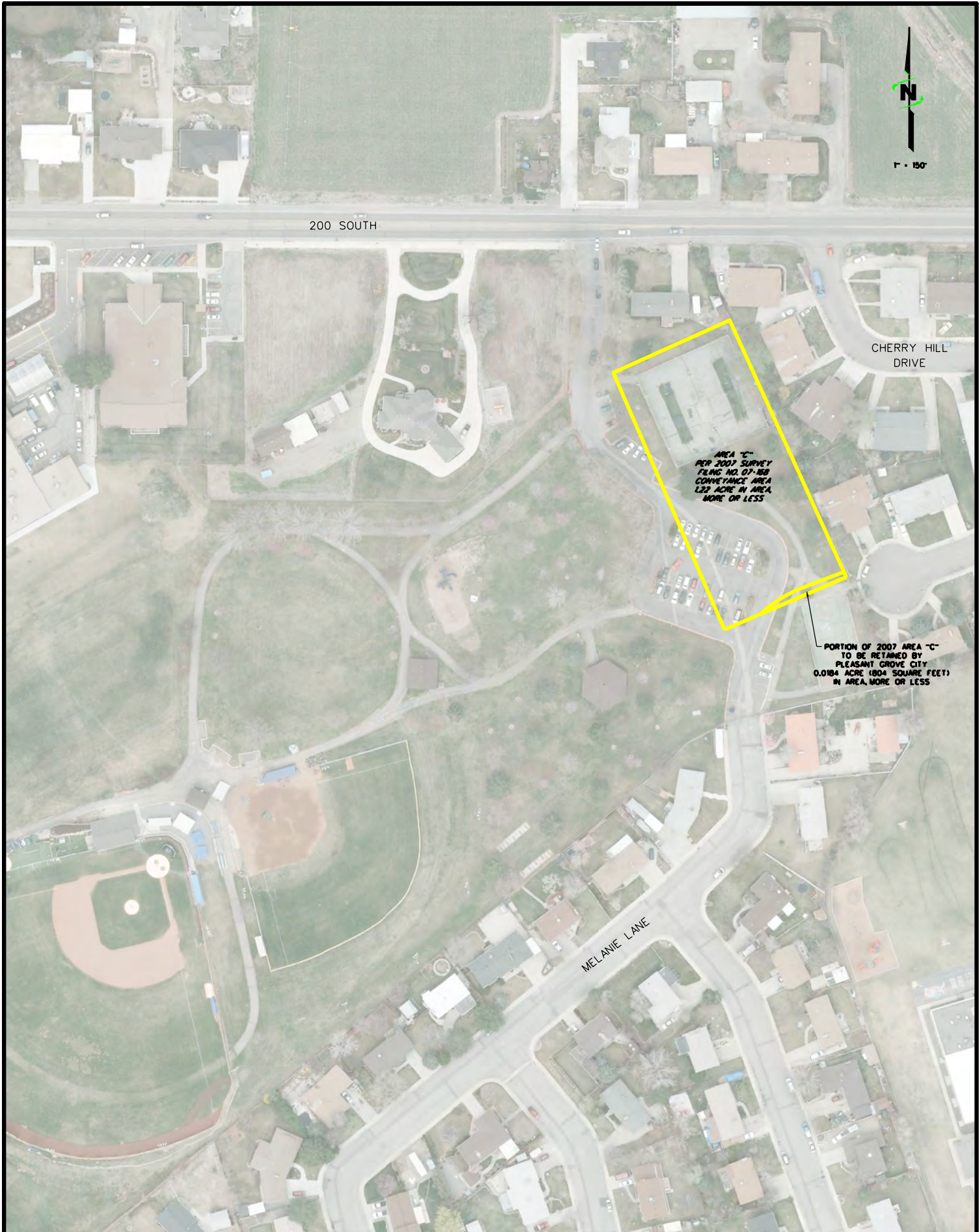
AREA "F" - PARCEL TO BE RETAINED BY PLEASANT GROVE CITY (INCLUDES PORTION OF 2007 AREA "C")

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF CHERRY HILL ESTATES PLAT "A", WHICH POINT IS SOUTH 1,057.97 FEET AND EAST 1,289.72 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH $24^{\circ}24'20''$ EAST 149.89 FEET ALONG SAID BOUNDARY TO A POINT ON THE NORTH BOUNDARY OF PLEASANT HILL SUBDIVISION PLAT "B"; THENCE SOUTH $77^{\circ}08'39''$ WEST 216.07 FEET ALONG SAID BOUNDARY (*SOUTH $76^{\circ}58'34''$ WEST BY PLAT*); THENCE NORTH $05^{\circ}00'00''$ WEST 6.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 201.69 FEET ALONG THE ARC OF A 156.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $74^{\circ}04'43''$, THE CHORD OF WHICH BEARS NORTH $32^{\circ}02'20''$ EAST 187.94 FEET; THENCE NORTH $69^{\circ}04'40''$ EAST 53.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,420 SQUARE FEET, OR 0.538 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH $89^{\circ}33'45''$ EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.



REUSE OF DRAWING		
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CHECKED BY:



J-U-B ENGINEERS, INC.

PORTION OF 2007 AREA "C"	
ALPINE SCHOOL DISTRICT TO PLEASANT GROVE CITY	

SHEET
1
OF
1

PORTION OF 2007 AREA "C" TO BE RETAINED BY PLEASANT GROVE CITY

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 804 SQUARE FEET, OR 0.018 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH $89^{\circ}33'45''$ EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.

OF 1

OVERALL CONVEYANCE AREA

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WHICH PARCEL IS A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 11497, IN BOOK 1545, AT PAGE 671 ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET, WHICH POINT IS SOUTH 670.56 FEET AND EAST 958.55 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°37'21" EAST 56.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 01°16'31" WEST 147.54 FEET (*145.00 FEET BY DEED*) TO THE PROJECTION OF A FENCE LINE; THENCE NORTH 65°46'57" EAST 154.58 FEET ALONG SAID FENCE LINE AND THE PROJECTION THEREOF TO THE WESTERLY BOUNDARY OF CHERRY HILL ESTATES PLAT "A"; THENCE SOUTH 24°24'20" EAST 332.68 FEET (*SOUTH 24°23'30" EAST BY DEED*); THENCE SOUTH 69°04'40" WEST 53.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 201.69 FEET ALONG THE ARC OF A 156.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°04'43", THE CHORD OF WHICH BEARS SOUTH 32°02'20" WEST 187.94 FEET; THENCE SOUTH 05°00'00" EAST 6.33 FEET TO A POINT ON THE NORTH BOUNDARY OF PLEASANT HILL SUBDIVISION PLAT "B"; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID SUBDIVISION: (1) SOUTH 77°08'39" WEST 10.58 FEET (*SOUTH 76°58'34" WEST BY PLAT*); (2) SOUTH 50°11'03" WEST 784.49 FEET (*SOUTH 50°15'04" WEST BY PLAT*) TO A POINT ON THE WEST BOUNDARY OF SAID ENTIRE TRACT; THENCE THE FOLLOWING FOUR (4) COURSES WHICH ARE ALONG THE BOUNDARIES OF SAID ENTIRE TRACT: (1) NORTH 00°18'16" WEST 776.20 FEET; (2) SOUTH 89°37'21" EAST 292.82 FEET; (3) NORTH 46°16'31" EAST 190.91 FEET; (4) NORTH 01°16'31" EAST 170.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 400,180 SQUARE FEET, OR 9.187 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH 89°33'45" EAST ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE NORTHEAST CORNER OF SAID SECTION.

ORDINANCE NO. 2014-29

AN ORDINANCE AMENDING TITLE 8 CHAPTER 8 SUBSECTION 38 OF THE PLEASANT GROVE MUNICIPAL CODE (“PRESSURIZED IRRIGATION - PENALTIES”) PROVIDING FOR AN ADDITIONAL PENALTY ON A FOURTH VIOLATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City has previously established a pressurized irrigation system to service the citizens of Pleasant Grove; and

WHEREAS, said pressurized irrigation system is an important part of the City’s overall water conservation plan; and

WHEREAS, state law grants municipalities authority to establish and regulate said water systems; and

WHEREAS, water reserves to operate said system are a limited resource; and

WHEREAS, the availability of water for the pressurized irrigation system has declined significantly in the last two (2) years due to the reduced snow pack and “low water years”; and

WHEREAS, the City Council hereby finds that there have been abuses and waste in the manner and use of the pressurized irrigation system city wide; and

WHEREAS, the City Council has determined that said abuse and waste need to be addressed in order to preserve the service for the entire city; and

WHEREAS, the City Council hereby finds that it is in the best interest of the health, safety and welfare of the citizens of Pleasant Grove to establish a civil penalty process for abuse of the pressurized irrigation system.

NOW THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah County, State of Utah as follows:

SECTION 1. Title 8 Chapter 8 Subsection 38 of the Pleasant Grove Municipal Code shall be amended to read as follows:

8-8-38 **PENALTIES:**

- A. Any firm, corporation, person or persons, or any action on behalf of any person, persons, firms, or corporation, violating any of the provisions of this chapter will be subject to the following civil penalties and reconnection fees:

First offense: Warning via a door hanger. Any claims that said door hanger(s) were not received are not a defense to enforcement of this chapter.

Second offense: Disconnection from the pressurized water system and a fifty (\$50.00) dollar reconnection fee.

Third offense: Disconnection from the secondary water system and a two hundred (\$200.00) dollar reconnection fee.

Fourth offense: Disconnection from the secondary water system, a five hundred (\$500.00) dollar reconnection fee, and the installation of a secondary water meter. Said fee includes the cost of installation of a secondary water meter.

Reconnecting After Shutoff: It is unlawful for any person by himself, family, servants or agents to reconnect the secondary water system after it has been turned off from the premises for violation of the rules and regulations relating to the system or to allow the water to be used without authority. A five hundred (\$500.00) dollar penalty for reconnecting the secondary water system without proper authority shall be assessed in addition to any criminal action that may be filed.

- B. Any firm, corporation, person or persons, or any action on behalf of any person, persons, firms or corporation, violating any of the provisions of this chapter shall be guilty of a class B misdemeanor.
- C. Each person, persons, firms, or corporation found guilty of a violation of any provision of this chapter shall be deemed guilty of a separate offense for every day during which any violation of any provision of this chapter is committed, continued, or permitted by such person, persons, firm or corporation, and shall be punishable as provided for in this code.

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and posting as provided by law.

PASSED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 8th day of July, 2014.

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder



**NOTICE OF MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **regular meeting at 6:00 p.m. on Tuesday July 15, 2014** in City Council Chambers, 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend and comment.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council and Work Session Minutes:
City Council Work Session Minutes for the June 10, 2014 meeting.
City Council Minutes for the June 17, 2014 meeting.
 - b.** To consider approval of paid vouchers for (, 2014)
- 6. OPEN SESSION**
- 7. BUSINESS**
 - A. Public Hearing** to consider for adoption an Ordinance **(2014-30)** amending City Code Section 10-14-2 Definitions, Setback; Building Setback Line, to allow the building setback in the Grove Zone to be measured from street back of curb when different from the property line. (Applicant - Shamrock Group, LLC.) **(SAM WHITE'S LANE NEIGHBORHOOD)** *Presenter: Director Young*
 - B. Public Hearing** to consider for adoption an Ordinance **(2014-31)** amending Chapter 1 and 2 of the Pleasant Grove City General Plan. **(CITY WIDE)** *Presenter: Director Young*
 - C.** Becca Malory, Victim Advocate, update.
 - D.** To consider for adoption a Resolution **(2014-029)** to authorize the Mayor to sign an agreement between Mountainland Association of Governments (MAG) and Pleasant Grove City for congregate meals and services and providing an effective date. **(CITY WIDE IMPACT)** *Presenter Director Giles*
 - E.** To consider for adoption Resolution **(2014-030)** authorizing an employer pick up of employee retirement contributions for City employees participating in the Firefighter's retirement system; and providing for an effective date. *Presenter: Director Lundell*

1. NEIGHBORHOOD AND STAFF BUSINESS
2. MAYOR AND COUNCIL BUSINESS
3. ADJOURN

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits. Agenda also posted on State (<http://pmn.utah.gov>) and City websites (www.plgrove.org).

Posted by: Kathy T. Kresser, City Recorder

Date: July 11, 2014

Time: 5:00 p.m.

Published in the Daily Herald on July 1, 2014

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

***NOTE:** If you are planning to attend this public meeting and, due to disability need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	2 Curbside Recycle Pickup Day South Route	3	4 Independence Day City offices are closed	5 
6 	7	8 City Council Work Session 6:00 p.m.	9 Curbside Recycle Pickup Day North Route	10 Planning Commission Meeting 7:00 p.m.	11	12
13	14	15 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	16 Curbside Recycle Pickup Day South Route	17 Historical Preservation Committee Meeting 7:00 p.m.	18	19
20	21	22 Joint City Council & Planning Commission Meeting 6:00 p.m.	23 Curbside Recycle Pickup Day North Route	24  Pioneer Day City offices are closed	25	26 
27	28	29 City Council Work Session 6:00 p.m.				

July

Department Staff Meetings
 Administrative Services: 1st and 3rd Wed at 8:30 a.m.
 Community Development: Wednesdays at 7:30 a.m.
 Department Heads: Tuesday at 2:00 p.m.
 Fire/EMS: 1st Wednesday of the month at 7:00 a.m.
 Library: 1st Friday of the month
 Parks: Tuesday at 7:00 a.m. - Recreation: Monday at 4:00 p.m.
 Public Safety: 1st Friday of the month at 7:00 a.m.
 Public Works: Wednesdays at 6:30 a.m.